



CFN 2009R0882396
DR Bk 27111 Pgs 1090 - 1100; (11pgs)
RECORDED 12/10/2009 11:49:37
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA

This instrument was prepared by:

Name: Juan J. Mayol, Jr.
Address: Holland & Knight LLP
701 Brickell Avenue
Suite 3000
Miami, Florida 33131

A/1

(Space reserved for Clerk of Court)

DECLARATION OF RESTRICTIONS

WHEREAS, the undersigned owner, KROME GOLD RANCHES II, LLLP, a Florida limited liability limited partnership (the "Owner"), holds the fee simple title to that certain 465± acre parcel of land in Miami-Dade County, Florida (the "County"), located on the northwest corner of SW 177th Avenue (Krome Avenue) and SW 136th Street (the "Property"), which is legally described in Exhibit "A" to this Declaration; and

WHEREAS, the Owner has filed an application with the Department of Planning and Zoning in Miami-Dade County, which application is currently pending under Public Hearing Application No. Z2007000417 (the "Application") for the purpose of seeking an unusual use to permit a lake excavation, an unusual use to permit a private recreational facility, and other zoning approvals.

NOW, THEREFORE, IN ORDER TO ASSURE the County that the representations made by the Owner during its consideration of the Application will be abided by, the Owner freely, voluntarily, and without duress, hereby makes the following Declaration of Restrictions (the "Declaration") covering and running with the Property:

- 1. Site Plan.** The Property shall be developed substantially in accordance with the

11
R

plans previously submitted, entitled, "PARADISE LAKE RANCHES, KROME GOLD RANCHES, II, LLLP", consisting of eighteen (18) sheets, sheets C1-C2, SP1-SP5 and L1-L5, dated stamped received September 12, 2008, and sheets A1-A6, dated stamped received February 29, 2008, prepared by Pascual Perez Kiliddjian & Associates, Inc., Architects and Planners. Said plans being on file with the Miami-Dade County Department of Planning and Zoning (the "Department"), and by reference made a part of this Declaration, as may be amended during the public hearing on the Application (the "Plans"). Notwithstanding the approval of the Plans, the Owner shall install, and thereafter maintain, a continuous row of palms (the "Palms Buffer"), except for points of ingress and egress, of such size and species as may be approved by the Department, twenty-five feet (25') on center, along the Property's eastern and southern boundaries adjacent to the right-of-way for SW 177th Avenue and SW 136th Street (the "Roadways"). The Palms Buffer must be installed prior to the issuance of a certificate of completion for any residence adjacent to the Roadways. The location of the proposed farm residences on each parcel as shown on the Plans is strictly conceptual. The exact location of each farm residence on each of the parcels will be determined as the Property is developed. However, no residential structure may be located within two hundred feet (200) of the Roadways, which area may only be used for any permitted agricultural uses, activities and structures. The owner of each parcel may obtain a building permit or a zoning improvement permit for the construction of any accessory structure(s) on the parcel provided any such structure(s) conform to all applicable zoning regulations. All future additions on each parcel that are in compliance with the applicable zoning regulations may be permitted as of right and shall not require approval at a public hearing.

2. Maximum Number of Farm Residences. As reflected on the Plans, and

notwithstanding the approval of the Application, no more than forty-seven (47) farm residences may be developed on the Property.

3. **Development Limitations & Criteria.** All architectural expressions and design features shown on the facades shall remain as depicted on the elevation drawing Sheets SA-3 through SA-5 and A2 through A6 within the Plans. A substitution of an architectural element for another shall only be permitted upon approval by the Director of the Department.

4. **Traffic Improvements.** To facilitate ingress / egress to and from the Property, prior to the approval of a final plat for any portion of the Property, the Owner shall apply to either the Miami-Dade County Public Works Department or the Florida Department of Transportation (whichever by law has jurisdiction) for the approval of a deceleration / acceleration lane along portions of the Property on Krome Avenue (the "Traffic Improvements"). Notwithstanding anything in the Plans to the contrary, prior to the issuance of a building permit for any dwelling unit within the Property, the Owner shall install the Traffic Improvements. If after diligent efforts the Owner is unable to secure the necessary approvals for the Traffic Improvements, the Owner's obligation under this Paragraph shall be null and void and the Owner shall be released of any further liability under this Paragraph. For purposes of this Paragraph, the exercise of "diligent efforts" shall not require the Owner to institute administrative or judicial litigation to secure the necessary governmental approvals for the Traffic Improvements.

5. **Lake.** The lake on the Property shall be owned and maintained by a homeowner's association, or similar entity, in accordance with applicable regulations. The lake on the Property shall be ancillary to the farm residences on the Property and, therefore, upon its completion, the lake shall be used solely (i) to satisfy the applicable drainage and storm water retention requirements applicable to the Property; (ii) for recreational purposes by the residents

of the Property and their guests; and (iii) to the extent permitted by law, to draw water for irrigation of groves, nurseries, yards and landscaped areas within the Property. The placement of accessory improvements, including docks and decks, and landscaping water ward of the top of slope on the residential lots on the Property shall conform to the regulations contained in Section 33-16.1 of the Code of Miami-Dade County. As required by the applicable regulations and conditions, the Owner will be required to post a cash performance bond or such equivalent instrument (the "Bond") as may be approved by the Director of the Department. The Bond shall not be released until the completion of the following: (i) the lake excavation, in accordance with the approved plans and regulations; (ii) the Traffic Improvements enumerated in, and subject to the conditions of, Paragraph 4 of this Declaration; (iii) the Equestrian Trail, as described in Paragraph 6 of this Declaration; (iv) the Private Drives, as described in Paragraph 7 of this Declaration; and (v) the roadway and landscaping at the entrance to the community, as depicted on the Plans. Upon completion of the lake, the Owner shall establish fish stocks in the lake in such a manner as to maximize the lake's potential for fishing and to attract waterfowl and other wildlife to the Property.

6. **Equestrian Trail.** As shown on the Plans, the Owner shall build a fifteen foot (15') wide shaded equestrian trail within the Property for the use and enjoyment of residents and their guests. Each farm residence shall have access to the equestrian trail. The equestrian trail shall be maintained by a homeowner's association, or similar entity, in accordance with applicable regulations.

7. **Private Drives.** The private drives, as shown on the Plans, shall be maintained by a homeowner's association, or similar entity, in accordance with applicable regulations. The guardhouse / entrance feature will require separate zoning approvals. Should the Owner or the

homeowner's association elect to provide a guardhouse at the entrance to the Property, as a means of controlling access to and from the Property, subject to the receipt of all necessary governmental approvals, said guardhouse shall be staffed by an off-duty police officer. In addition, the guardhouse shall be supplied with a portable defibrillator of such make and capacity as may be approved by the Miami-Dade County Fire and Rescue Department.

8. Notice of Proximity to Agricultural Operations and Activities.

Notwithstanding the zoning classification of the Property, or of the surrounding area, the Owner shall comply with the disclosure requirements of Section 33-284.1(b)(1) of the Code of Miami-Dade County; provided further, that the disclosure will inform its recipients that agricultural activities may take place both on the Property and in the surrounding area.

9. Miscellaneous.

a. County Inspection. As further part of this Declaration, it is hereby understood and agreed that any official inspector of Miami-Dade County, or its agents duly authorized, may have the privilege at any time of entering and inspecting the use of the Property to determine whether or not the requirements of the building and zoning regulations and the conditions herein agreed to are being complied with.

b. Covenant Running with the Land. This Declaration on the part of the Owner shall constitute a covenant running with the land and shall be recorded, at Owner's expense, in the public records of the County and shall remain in full force and effect and be binding upon the undersigned Owner, and its heirs, successors and assigns until such time as the same is modified or released. The restrictions contained within this Declaration, while in effect, shall be for the benefit of, and constitute limitations upon, all present and future owners of the Property, and for the benefit of Miami-Dade County and the public welfare.

c. Term. This Declaration is to run with the land and shall be binding on all parties and all persons claiming under it for a period of thirty (30) years from the date this Declaration is recorded, after which time it shall be extended automatically for successive periods of ten (10) years each, unless an instrument signed by the, then, owner(s) of the Property has been recorded agreeing to change this Declaration in whole, or in part, provided that such change has been approved by the County.

d. Modification, Amendment, Release. This Declaration may be modified, amended or released as to the Property, or any portion thereof, by a written instrument executed by the, then, owner(s) of all of the property covered by such modification, amendment or release, including joinders of all mortgagees, if any, provided that the same is also approved by the Board of County Commissioners or Community Zoning Appeals Board of Miami-Dade County, Florida, whichever by law has jurisdiction over such matters, after public hearing; provided, however, that any application to modify or amend Paragraph 2 or Paragraph 9(d) of this Declaration shall require the prior written consent of the then owners of all of the Property and may not be filed prior to the fifth anniversary of the approval of the Application.

Should this Declaration be so modified, amended or released, the Director, or the executive officer of the successor agency to the Department, or in the absence of such director or executive officer, by her/his assistant in charge of the Department or such successor agency in her/his absence, shall forthwith execute a written instrument effectuating and acknowledging such modification, amendment or release.

e. Enforcement. Enforcement shall be by action against any parties or person violating, or attempting to violate, any covenants set forth in this Declaration. The prevailing party in any action or suit pertaining to or arising out of this Declaration shall be entitled to

recover, in addition to costs and disbursements allowed by law, such sum as the Court may adjudge to be reasonable for the services of his/her/its attorney. This enforcement provision shall be in addition to any other remedies available at law, in equity or both.

f. Authorization for Miami-Dade County to Withhold Permits and Inspections. In the event the terms of this Declaration are not being complied with, in addition to any other remedies available, the County is hereby authorized to withhold, in connection with the Property, any further permits, and refuse to make any inspections or grant any approvals with respect to the Property, until such time as this Declaration is complied with.

g. Election of Remedies. All rights, remedies and privileges granted herein shall be deemed to be cumulative and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other additional rights, remedies or privileges.

h. Presumption of Compliance. Where construction has occurred on the Property or any portion thereof, pursuant to a lawful permit issued by the County, and inspections made and approval of occupancy given by the County, then such construction, inspection and approval shall create a rebuttable presumption that the buildings or structures thus constructed comply with the intent and spirit of this Declaration.

i. Severability. Invalidation of any one of these covenants, by judgment of Court, shall not affect any of the other provisions which shall remain in full force and effect.

j. Recording. This Declaration shall be filed of record in the public records of Miami-Dade County, Florida, at the cost of the Owner following the approval of the Application. This Declaration shall become effective immediately upon recordation. Notwithstanding the previous sentence, if any appeal is filed, and the disposition of such appeal results in the denial

of the application, in its entirety, then this Declaration shall be null and void and of no further effect. Upon the disposition of an appeal that results in the denial of the Application, in its entirety, and upon written request, the Director of the Planning and Zoning Department or the executive officer of the successor of said department, or in the absence of such director or executive officer by her/his assistant in charge of the office in her/his absence, shall forthwith execute a written instrument, in recordable form, acknowledging that this Declaration is null and void and of no further effect.

k. Acceptance of Declaration. Acceptance of this Declaration does not obligate the County in any manner, nor does it entitle the Owner to a favorable recommendation or approval of any application, zoning or otherwise, and the County retains its full power and authority to, with respect to the Property, deny each such application in whole or in part and to decline to accept any conveyance with respect to the Property.

l. Owner. The term "Owner" shall include the Owner, and its heirs, successors and assigns.

[Signature Pages Follow]

Krome Gold Ranches II, LLLP
Declaration of Restrictions

IN WITNESS WHEREOF, KROME GOLD RANCHES II, LLLP., has caused these
present to be signed in its name on this 15 day of September, 2008.

WITNESSES:

Signature

Print Name

Signature

Print Name

KROME GOLD RANCHES II, LLLP, a
Florida limited liability limited partnership

By:

Armando Guerra, Managing Member of
Krome Gold Ranches Management,
LLC, its General Partner
1390 South Dixie Highway
Coral Gables, Florida 33146-2927

STATE OF FLORIDA)

) SS:

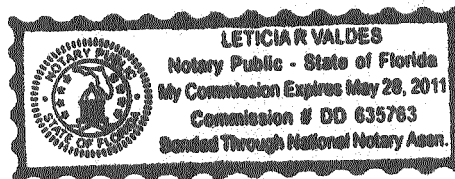
COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 15 day of
September, 2008, by Armando Guerra, as Managing Member of Krome Gold
Ranches Management, LLC, a Florida limited liability company and General Partner of KROME
GOLD RANCHES II, LLLP, a Florida limited liability limited partnership, on behalf of said
company and partnership, who is personally known to me or has produced _____ as
identification.

My Commission Expires:

Notary Public – State of Florida

Printed Name



5255063_v11

Folio No.: 30-5813-000-0020

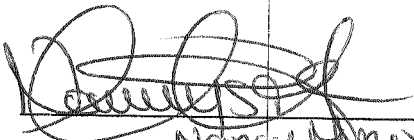
Section-Township-Range: 04-56-39

**JOINDER BY MORTGAGEE
CORPORATION**

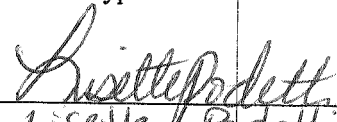
The undersigned, Ocean Bank, a State Banking corporation, and Mortgagee under those certain Mortgage from Krome Gold Ranches II, LLLP, a limited liability limited partnership, recorded in Official Records Book 24041, Page 2946, in the Public Records of Miami-Dade County, Florida, covering all/or a portion of the property described in the foregoing Declaration of Restrictive Covenants, does hereby consent to the execution of this Declaration of Restrictive Covenants by Krome Gold Ranches II, LLLP, a limited liability limited partnership, and agree that in the event Mortgagee or any other party shall obtain title to the property through foreclosure or deed-in-lieu of foreclosure, this Declaration of Restrictive Covenants shall be binding upon the entity obtaining title as the then owner of such property.

IN WITNESS WHEREOF, these presents have been executed this 15 day of September, 2008.

WITNESSES:




Nancy Manera
Print or Type Name



Lisette Padetti
Print or Type Name

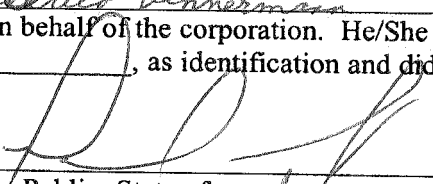
Ocean Bank, a State Banking corporation

By: 
Title: _____
Print name: Federico Tunnermann
Address: S.V.P.

(Corporate Seal)

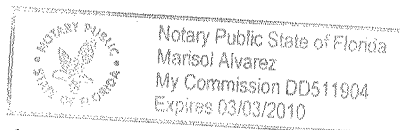
STATE OF FLORIDA)
) SS
COUNTY OF Dade)

The foregoing instrument was acknowledged before me this 15th day of September, 2008 by Federico Tunnermann, of Ocean Bank, a State Banking corporation, on behalf of the corporation. He/She is personally known to me or has produced ADC, as identification and did/did not take an oath.



Notary Public - State of _____
Print Name Marisol Alvarez
My Commission Expires: _____

5371194_v1



LEGAL DESCRIPTION:

THE SOUTH 3/4 OF SECTION 13, TOWNSHIP 55 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING PARCELS:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55, SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES, (ALSO KNOWN AS LOT 74 OF CIARA INVESTMENTS, INC.)

AND
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55, SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES, (ALSO KNOWN AS LOT 75 OF CIARA INVESTMENTS, INC.)

AND
THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55, SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES, (ALSO KNOWN AS LOT 76 OF CIARA INVESTMENTS, INC.)

PROPERTY ADDRESS:

FOLIO No. 30-5813-000-0020
FOLIO No. 30-5813-000-0052
FOLIO No. 30-5813-000-0051
FOLIO No. 30-5813-000-0053

CERTIFIED TO:

- ATTORNEYS' TITLE INSURANCE FUND, INC.
- KROME GOLD RANCHES II, LLLP
- MACHADO & HERRAN, P.A.
- OCEAN BANK, ISADA/ATIMA

RECEIVED
JAN 11 2008

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY

EXHIBIT A

MIAMI-DADE COUNTY
OPINION OF TITLE

TO: MIAMI-DADE COUNTY, a political subdivision of the State of Florida

With the understanding that this Opinion of Title is furnished to MIAMI-DADE COUNTY, FLORIDA, as an inducement for acceptance of a Declaration of Restrictions, it is hereby certified that I have examined a title commitment issued by Attorney's Title Insurance Company Policy No. OPM-2837065 (the "Policy"), which Policy covers the period from the BEGINNING through December 13, 2005, at 9:17 a.m.; and an Attorney's Title Insurance Fund computer title update which covers the period of time from the Policy through October 19, 2008 at 11:00 p.m. inclusive of the following described real property located and situated in Miami-Dade County, Florida:

SEE EXHIBIT "A" ATTACHED HERETO.

I am of the opinion that on the last mentioned date, the fee simple title to the above-described property was vested in:

Krome Gold Ranches II, LLLP, a limited liability limited partnership

Subject to the following encumbrances, liens and other exceptions:

1. RECORDED MORTGAGES:

Mortgage in favor of Ocean Bank, a State Banking corporation, recorded in Official Records Book 24041, Page 2946, in the Public Records of Miami-Dade County, Florida.

2. RECORDED CONSTRUCTION LIENS, CONTRACT LIENS AND JUDGMENTS:

NONE

3. GENERAL EXCEPTIONS:

- (a) All taxes for current and subsequent years.
- (b) Rights of persons other than the above owners who are in possession.
- (c) Facts that would be disclosed upon accurate survey.
- (d) Any unrecorded labor, mechanics' or materialmen's liens.
- (e) Zoning and other restrictions imposed by governmental authority.

4. SPECIAL EXCEPTIONS:

- (a) Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida, recorded in Deed Book 46, Page 240, Public Records of Miami-Dade County, Florida.
- (b) Reservations in favor of the State of Florida, as set forth in the deed from the Trustees of the Internal Improvement Fund of the State of Florida recorded February 23, 1945, under O.R. Book 2475, Page 51, Public Records of Miami-Dade County, Florida.
- (c) Reservations contained in Warranty Deed recorded in O.R. Book 4208, Page 714, Public Records of Miami-Dade County, Florida.
- (d) Easement in favor of Florida Power and Light Company, contained in instrument recorded February 8, 1987, in O.R. Book 13173, Page 1688, Public Records of Miami-Dade County, Florida.
- (e) Easement in favor of Florida Power and Light Company, contained in instrument recorded July 12, 1991, in O.R. Book 15103, Page 2988, Public Records of Miami-Dade County, Florida.
- (f) Easement in favor of Florida Power and Light Company, contained in instrument recorded August 21, 1991, in O.R. Book 15159, Page 2798, Public Records of Miami-Dade County, Florida.
- (g) Covenant of Construction within right-of-way recorded in O.R. Book 18872, Page 2646, Public Records of Miami-Dade County, Florida.
- (h) Ordinance No. 83-24 recorded in O.R. Book 11781, Page 1422, re-recorded in O.R. Book 12046, Page 481, Public Records of Miami-Dade County, Florida.
- (i) Mortgage Deed and Security Agreement in the sum of \$29,463,330.00 from Krome Gold Ranches II, LLLP, a Florida limited liability limited partnership to Ocean Bank dated December 8, 2005 and recorded 12/13/2005 in O.R. Book 24041, Page 2946, Public Records of Miami-Dade County.
- (j) Assignment of Leases, Rents and Profits to Ocean Bank, a Florida Banking Corporation recorded in O.R. Book 24041, Page 2961, Public Records of Miami-Dade County.
- (k) UCC-1 Financing Statement recorded in O.R. Book 24041, Page 2966, Public Records of Miami-Dade County.
- (l) Agreement in favor of South Florida Water Management District, contained in instrument recorded July 12, 2006, in O.R. Book 24710, Page 1657, Public Records of Miami-Dade County, Florida.

- (m) Easement in favor of Florida Power and Light Company, contained in instrument recorded September 7, 2006, in O.R. Book 24880, Page 3727, Public Records of Miami-Dade County, Florida.

ALL RECORDING INFORMATION REFERS TO THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

It is my opinion that the following party(ies) must join in the agreement in order to make the agreement a valid and binding covenant on the lands described herein.

<u>Name</u>	<u>Interest</u>	<u>Special Exception Number</u>
Krome Gold Ranches II Ocean Bank	Owner Mortgagee	

Armando Guerra, as managing member of Krome Gold Ranches Management, LLC., a Florida limited liability company, the general partner of Krome Gold Ranches II, LLLP, is authorized to sign on behalf of Krome Gold Ranches II, LLLP.

I HEREBY CERTIFY that the legal description contained in this Opinion of Title coincides with, and is the same as, the legal description in the proffered, recordable agreement.

I, the undersigned, further certify that I am an attorney-at-law duly admitted to practice in the State of Florida and a member in good standing of the Florida Bar.

Respectfully submitted this 30 day of Oct., 2008.

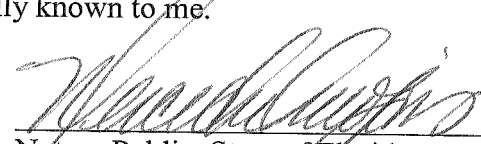
Very truly yours,
HOLLAND & KNIGHT, LLP
701 Brickell Avenue, Suite 3000
Miami, Florida 33131
(305) 374-8500

By: 
Juan J. Mayol, Jr., Esq.
Florida Bar No.: 0739693

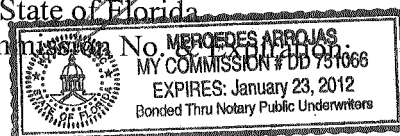
STATE OF FLORIDA)

COUNTY OF MIAMI-DADE)

The foregoing instrument was acknowledged before me this 30 day Oct., 2008, by Juan J. Mayol, Jr., who is personally known to me.


Notary Public, State of Florida

My Name, Commission No. 0815143



LEGAL DESCRIPTION:

THE SOUTH 3/4 OF SECTION 13, TOWNSHIP 55 SOUTH, RANGE 38 EAST, LYING AND BEING IN MIAMI-DADE COUNTY, FLORIDA, LESS THE FOLLOWING PARCELS:

THE EAST 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55 SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES.
(ALSO KNOWN AS LOT 74 OF CIARA INVESTMENTS, INC.)

AND

THE WEST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55 SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES.
(ALSO KNOWN AS LOT 75 OF CIARA INVESTMENTS, INC.)

AND

THE EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 13, TOWNSHIP 55 SOUTH, RANGE 38 EAST, LESS THE SOUTH 40.00 FEET THEREOF FOR RIGHT-OF-WAY PURPOSES.
(ALSO KNOWN AS LOT 76 OF CIARA INVESTMENTS, INC.)

PROPERTY ADDRESS:

FOLIO No. 30-5813-000-0020
FOLIO No. 30-5813-000-0052
FOLIO No. 30-5813-000-0051
FOLIO No. 30-5813-000-0053

CERTIFIED TO:

- ATTORNEYS' TITLE INSURANCE FUND, INC.
- KROME GOLD RANCHES II, LLLP
- MACHADO & HERRAN, P.A.
- OCEAN BANK, ISAOA/ATMA

RECEIVED
JAN 11 2008

ZONING HEARINGS SECTION
MIAMI-DADE PLANNING AND ZONING DEPT.

BY NYC